

**37. Award RFP-4195-03/DRS – Traffic Data Collection Program, to Traffic Count Resources of Oviedo (Not-to-Exceed \$109,850.00/year).**

RFP-4195-03/DRS will provide for the collection of traffic data throughout the County. This data collection services is required to support and monitor growth management activities, as well as providing data to support traffic studies conducted by the Traffic Engineering Division. The work will consist of setting and retrieving traffic counters, summarization of data in required format, extracting and summarizing peak hour data, conducting quality assurance review, and providing the final product in required format and quantities as specified in the scope of services.

This project was publicly advertised and the County received four submittals. The Evaluation Committee, comprised of Melonie Barrington, Traffic Engineer; Mark Bevis, Traffic Engineering; and Brett Blackadar, PW/Engineering, evaluated the submittals. Consideration was given to each firm's ability/qualifications to provide all desired services, approach to work, price proposal and timetable for required items.

The Evaluation Committee recommends award to Traffic Count Resources of Oviedo. The agreement will be effective from October 1, 2003 through September 30, 2004, and at the sole option of the County, may be renewed for two successive periods not to exceed one year each. The dollar amount of the contract is not to exceed \$109,850.00 per year.

Funds are available in account number 077700-53034000. Public Works/Traffic Engineering and Fiscal Services/Purchasing and Contracts Division recommend that the Board award the project and authorize the Chairman to execute the Contract as prepared by the County Attorney's Office.

**B.C.C. - SEMINOLE COUNTY, FL  
RFP TABULATION SHEET**

RFP NUMBER: RFP-4195-03/BJC  
RFP TITLE : Seminole County Traffic Data Collection Program  
DATE: June 4, 2003. TIME: 2:00 P.M.

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. PS DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER PS DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-
Accurate Traffic Counts, Inc. 920 Kerwood Circle Oviedo, Florida 32765  Mr. Santiago Franceschini, President (407) 359-0962 Phone (407) 359-0962 Fax	Ghyabi & Associates, Inc. 214 East New York Avenue Deland, Florida 32724  Mr. Gary D. Huttman, AICP (386) 469-0006 Phone (407) 469-0017 Fax	Luke Transportation Engineering Consultants P. O. Box 941556 Maitland, Florida 32794-1556 <b>Non-Responsive</b>  Mr. J. Anthony Luke, P.E., President (407) 423-8055 Phone (407) 423-8022 Fax
RESPONSE -4-	RESPONSE -5-	
TEI Engineers & Planners 300 Primera Blvd, Suite 200 Lake Mary, Florida 32746  Mr. David W. Gwynn, Jr., P.E. (407) 805-0355 Phone (407) 805-0227 Fax	Traffic Count Resources, Inc. 3879 Kingston Oaks Cove Oviedo, Florida 32765  Mr. Eduardo Avellaneda, President (407) 428-9200 Phone (407) 428-9222	

EVALUATION CRITERIA

The following criteria will be utilized in the evaluation of the proposals:

*Demonstrated ability/qualifications to provide all desired services (30%):*

- Qualifications of the firm, individuals in collection of traffic data;
- Workload; ability and capacity to provide required services;
- References from existing clients;
- Location of the firm/office in charge of the Work
- Demonstration of ability to meet County's needs
- Quality Assurance

*Approach to Work (30%):*

- Technical Soundness of Proposal
- Demonstrated understanding of scope of services including project approach;
- Applicability of services offered

*Price Proposal and Timetable for required items (40%).*

Tabulated by: (6/4/2003) David Santiago, Contracts Analyst  
Recommendation of Award: (6/27/2003) Traffic Count Resources, Inc. (BCC 7/22/2003)  
Awarded:

**RFP-4195-03/DRS – Seminole County Traffic Data Collection Program**

**Ranking**

Firms	Mark Bevis	Brett Blackadar	Melonie Barrington	Total Points	Ranking
Accurate Traffic Counts, Inc.	3	2	2	7	3
Ghyabi & Associates, Inc.	4	4	4	12	4
TEI Engineers & Planners	1	3	2	6	2
Traffic Count Resources, Inc.	2	1	1	4	1

**Ranking of the Firms:**

1. Traffic Count Resources, Inc.
2. TEI Engineers & Planners
3. Accurate Traffic Counts
4. Ghyabi & Associates, Inc.

**TRAFFIC DATA COLLECTION PROGRAM AGREEMENT (RFP-4195-03/DRS)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **TRAFFIC COUNT RESOURCES, INC.**, whose address is 3879 Kingston Oaks Grove, Oviedo, Florida 32765, hereinafter referred to as "CONTRACTOR."

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY proposes to do certain work towards accomplishment of the tasks described in Exhibit "A"; and

**WHEREAS**, the COUNTY desires to engage the CONTRACTOR to perform traffic segment count professional services pertinent to such work in accordance with this Agreement; and

**WHEREAS**, the CONTRACTOR desires to provide such professional services in accordance with this Agreement;

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONTRACTOR agree as follows:

**SECTION 1. SCOPE OF SERVICES.** The COUNTY does hereby retain the CONTRACTOR to furnish professional services and perform those tasks outlined in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

**SECTION 2. TIME FOR PERFORMANCE.** Notwithstanding the time for performance set out in Exhibit "A", the services to be rendered by CONTRACTOR shall be performed as follows:

(a) First year of Agreement: Within ten (10) weeks of the notification by COUNTY's Traffic Engineer.

(b) Annual traffic segment counts in subsequent years authorized under this Agreement: As directed by the COUNTY's Traffic Engineer.

(c) Quarterly traffic segment counts in subsequent years authorized under this Agreement: As directed by the COUNTY's Traffic Engineer.

**SECTION 3. CHANGES IN SCOPE OF SERVICES.** COUNTY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized by COUNTY.

**SECTION 4. TERM.** This Agreement shall take effect on the date of its execution by the COUNTY and shall run for the period of October 1, 2003 through September 30, 2004. At the option of COUNTY, this Agreement may be renewed for two (2) successive periods, the first period to run from October 1, 2004 through September 30, 2005 and the second period to run from October 1, 2005 through September 30, 2006.

**SECTION 5. MEETINGS.** Representatives of COUNTY and CONTRACTOR, as designated hereinafter, shall meet for the purposes of reviewing the performance of services as contemplated herein. Said meetings shall be held as required, but not less than once monthly and shall occur at a date, time and place to be agreed upon by the parties.

**SECTION 6. BILLING AND PAYMENT.**

(a) The COUNTY hereby covenants and agrees to pay CONTRACTOR a fixed fee in accordance with Exhibit "B," "Price Proposal".

(b) The annual amount paid to the CONTRACTOR, pursuant to the term of this Agreement shall not exceed ONE HUNDRED NINE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$109,850.00) per year.

(c) Payments shall be made to the CONTRACTOR when requested as work progresses, but not more than once monthly for services rendered. CONTRACTOR shall invoice amount based on the number of locations

actually serviced.

(d) CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing the services rendered, the cost of the services, the name and address of the CONTRACTOR, Contract Number and all other information required, if any, by this Agreement. The original invoice shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Traffic Engineering  
Public Works Department  
140 Bush Boulevard  
Sanford, Florida 32773

(e) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of CONTRACTOR's invoice.

#### **SECTION 7. RECORDS AND AUDITS.**

(a) If Federal funds are used for any work under the Agreement, the Comptroller General of the United States, or any of his duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts and transcriptions.

(b) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at its office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection by the COUNTY or other duly authorized representatives.

**SECTION 8. OWNERSHIP OF DOCUMENTS.** All deliverable documents and reports that result from the CONTRACTOR's services under this Agreement shall become the property of the COUNTY after completion of said services.

**SECTION 9. NO CONTINGENT FEES.** CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bonafide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that it has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT.** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 11. CONFLICT OF INTEREST.** CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation or government unit

that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

**SECTION 12. ASSIGNMENT.** The COUNTY and the CONTRACTOR each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and neither the COUNTY nor the CONTRACTOR will assign or transfer their interest in this Agreement without the written consent of the other.

**SECTION 13. SUBCONTRACTORS.** In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of the COUNTY.

**SECTION 14. INDEPENDENT CONTRACTOR.** It is agreed by the parties that, at all times and for all purposes within the scope of the Agreement, the relationship of CONTRACTOR to the COUNTY is that of independent contractor and not that of employee. No statement contained in this Agreement shall be construed so as to find CONTRACTOR an employee of the COUNTY, and CONTRACTOR shall be entitled to none of the rights, privileges or benefits of Seminole County employees.

**SECTION 15. INDEMNIFICATION.** The CONTRACTOR agrees to hold harmless, indemnify, and defend the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONTRACTOR.

**SECTION 16. INSURANCE.**

(a) General. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.



(1) The CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. Provide further, that in lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be

in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured

under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

(g) Subcontractors. If the CONTRACTOR subcontracts any of its service, then the CONTRACTOR shall require the subcontractor to maintain all insurance coverages specified in this Section.

**SECTION 17. SERVICES NOT PROVIDED FOR.** No claim for services provided by CONTRACTOR not specifically provided for in this Agreement will be honored by the COUNTY.

**SECTION 18. ENTIRE AGREEMENT.** It is understood and agreed that the entire Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matters hereof.

**SECTION 19. ALTERNATIVE DISPUTE RESOLUTION.**

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY administrative dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures", Seminole County Administrative Code. Contract claims include all controversies, except

disputes addressed by the "Prompt Payment Procedures", arising under this Agreement with administrative dispute resolution procedures set forth in Section 220.102, "Contract Claims", Seminole County Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 20. REQUIREMENT OF A WRITING.** Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by the parties.

**SECTION 21. REPRESENTATIVE OF COUNTY AND CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define the COUNTY's policy and decisions pertinent to the work

covered by this Agreement.

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one (1) or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**SECTION 22. NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

**For CONTRACTOR:**

Traffic Count Resources, Inc.  
3879 Kingston Oaks Grove  
Oviedo, Florida 32765

**For COUNTY:**

Traffic Engineering  
Public Works Department  
140 Bush Loop  
Sanford, Florida 32773

**SECTION 23. TERMINATION.**

(a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Agreement in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONTRACTOR to fulfill his Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall:

(1) immediately discontinue all services affected (unless the notice directs otherwise), and

(2) deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid its compensation for services performed to the

date of termination based on the percentage of work completed. The COUNTY shall not be obligated to pay for any services performed by CONTRACTOR after notice of termination has been given.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) of this clause.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 24. PERMITS, FEES, LICENSES.** Permits, fees and licenses necessary for performance of work pursuant to this Agreement will not be waived by COUNTY and CONTRACTOR shall be responsible for obtaining and shall pay for any such required permits, fees and licenses.

**SECTION 25. UNAVAILABILITY OF FUNDS.** If the COUNTY shall learn that funding from the State of Florida and/or federal government cannot be obtained or cannot be continued, this Agreement may then be terminated immediately, at the option of the COUNTY, by written notice of termination delivered in person or by mail to the CONTRACTOR at its address specified hereinabove. The COUNTY shall not be obligated to pay



for any services provided by the CONTRACTOR after the CONTRACTOR has received notice of termination. In the event there are any unused COUNTY funds, the CONTRACTOR shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

**SECTION 26. MISCELLANEOUS.** The CONTRACTOR shall conform to all Municipal, County, State and Federal laws and regulations when using streets and highways for the work done under this Agreement. The CONTRACTOR shall, at all times, so conduct its work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all stages of the work, and to insure the protection of persons and property, in a manner satisfactory to the Traffic Engineer or his designee. No road or street shall be closed to the public, except with the permission of the proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times.

**SECTION 27. CONFLICT OF INTEREST.**

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. See County Personnel Policy 4.10(F).

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:

TRAFFIC COUNT RESOURCES, INC.

\_\_\_\_\_, Secretary

By: \_\_\_\_\_  
EDUARDO AVELLANEDA, President

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_,  
regular meeting.

\_\_\_\_\_  
County Attorney

AC/lpk  
7/2/03  
rfp-4195

Attachment:

Exhibit "A" - Scope of Services  
Exhibit "B" - Price Proposal

## Exhibit A SCOPE OF SERVICES

### I. Purpose:

Seminole County Department of Public Works, Traffic Engineering Division requires services of private qualified professional organization for the collection of traffic data throughout the County. This data collection service is required to support and monitor the growth management activities, as well as providing traffic data to support traffic studies to meet the needs of the Division on an as needed basis.

### II. Project Description:

The work will consist of setting and retrieving traffic counters, summarization of data in required format, extracting and summarizing peak hour data, conducting quality assurance review, and providing the final product in required format and quantities as specified in these scope of services.

Annual Segment Counts:

#### 1) Scope of Work:

The data collected at each segment count location shall be directional and broken down into hourly and fifteen minute totals. A single page printout shall be provided for each count location with 24 hour directional totals reflected on each page. Segments requiring data for 48 hours shall have two sheets and segments requiring 72 hours of data will have a total of three sheets. For multi-day counts, an average of counts shall also be provided in addition to each 24-hour period summary. Multiple sheets for 24-hour periods are not acceptable. Refer to "Attachment A" for example. Data shall be submitted in the format as specified in the attached spreadsheet as noted in "Attachment B."

#### 2) Project Locations

Traffic data collection to be performed at various locations throughout Seminole County and the State classified road system. Specific count locations are identified by locations as noted in "Attachment B." A summary listing all annual count locations is enclosed with this scope of services.

#### 3) Project Schedule

Typical data collection shall not begin before 1200 hours on Mondays and must terminate before 1200 unless otherwise noted. Data shall not be collected on normal school vacation days or holidays. The data collected will be for consecutive hours reflective of the count type required for each segment.

All data collected shall comply with standards as set forth by the Institute of Transportation Engineers "Manual of Traffic Engineering Studies" and the F.D.O.T. "Methodology for Taking Traffic Data" report dated 1993.

A preliminary schedule of counts shall be submitted at least seven days prior to commencement of work to the County Traffic Engineer. The submittal shall identify the locations and tentative dates for data collection. Periodic updates shall be provided to the County Traffic Engineer, as they become necessary.

#### 4) Quantities

The quantity and schedule of the annual segment counts are as follows:

Count Period	24 Hour Directional	48 Hour Directional	24 Hour Classification	# of Counts
Jan-Feb-Mar	241	45	84	370*
July-Aug-Sept	214	45	84	370*

It shall be noted that the annual counts must be performed during the months as shown in the table above. The total quantity is subject to change due to roadway construction and additions/deletions as deemed necessary by the Seminole County Traffic Engineer.

#### B. Traffic Study Data

In addition to the annual growth segment counts, Seminole County will require various automatic traffic counts (volume, classification, speed, etc.), Turning Movement Counts (TMC's), speed data at various locations within the County. For these services, County Traffic Engineer or his designee will issue a work order specifying quantities, locations and required schedules. The cost of these services shall comply with the price proposal as specified in this contract.

##### 1) Manual Turning Movement Counts

1 hour, 2 hour, 4 hour, and 8 hour intersection turning movement counts to be performed in accordance with the latest FDOT and County specifications. The turning movement counts shall be summarized by 15-minute periods and hourly totals for each lane group. The submitted data shall include by not limited to an intersection diagram, north arrow, vehicular/pedestrian/large truck volumes, weather conditions, etc. A fee schedule shall be submitted for the turning movement tasks as listed here to be used for the duration of this contract.

##### 1) Automatic Traffic Data

Volume, classification, speed, and travel time and delay studies will be required on an as needed basis. The product of these tasks shall be summarized in the same format

as section A (1) Segment Counts of these scope of services. Types of data to be collected shall include the following items:

- 24 hour directional volume counts
- 48 hour directional volume counts
- 7 day, 24 hour directional volume counts
- 24 hour directional classification counts
- 48 hour directional classification counts
- 7 day 24 hour directional classification counts
- 1 hour directional radar gun speed data
- 2 hour directional radar gun speed data
- 24 hour directional speed data
- Travel time and delay studies, directional, 3 runs per direction, per mile
- Travel time and delay studies, directional, 6 run per direction, per mile

The applicants shall propose the method of data collection for the Travel Time and Delay studies.

### **III. Quality Assurance Review**

The responsible project manager from the contracted firm providing the data shall conduct an in-depth quality assurance review to insure validity of data collected prior to summarization. The data shall be compared to the historical count data at the same location and the variance shall be noted. For those locations with a 5% variance (above or below) from historical data, the project manager shall decide to reset counts due to discrepancies without additional compensation. At some locations, the variance may be explained due to impact from other activities (construction, road closure, etc.). Under these circumstances, County Traffic Engineer may elect to recount the affected location(s) at a different time. The firm shall be compensated for additional counts under those conditions.

The contracted firm shall be totally responsible for the accuracy and completeness of the work. Failure of County staff to detect discrepancies shall not relieve the firm from their duties in accordance with these procedures. The County Traffic Engineer shall reserve the rights to terminate the contract based upon a lack of quality.

### **IV. Project Products**

Contractor shall submit the following items upon completion of work:

- Four (4) copies of the report containing the summaries and the counts in a bound notebook. The actual summary data shall be preserved in a spreadsheet format and provided on a 3.5" disk in a compatible data format.
- For the annual segment counts only, four (4) copies of a map containing all count locations with directional breakdowns. A disk containing the map in AutoCAD 2000 shall also be provided.

#### **V. Project Management**

Contractor shall identify a qualified project manager for the duration of the project. Emergency telephone numbers shall be provided for after hour's emergency contact. A secondary person with knowledge of all project requirements shall also be identified. The Project Manager for Seminole County shall be Mark Bevis, Senior Engineer, and telephone number (407) 665-5685.

Proposer shall provide the following information:

37

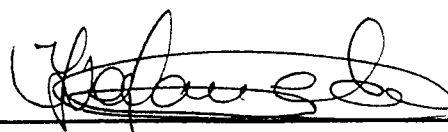
Schedule of fees for various counts and the proposed timetable for each item. The fee and time schedule shall include all of the following items:

Description of Count	Fee per Count (\$)	Time Schedule
Annual 24-hr directional volume counts	\$ 56.00	72 hours
Annual 48-hr directional volume counts	\$ 85.00	96 hours
Annual 24-hr classification counts	\$115.00	72 hours
24-hr directional volume counts	\$ 56.00	72 hours
48-hr directional volume counts	\$ 85.00	96 hours
7-day, 24-hr directional volume counts	\$275.00	9 days
24-hr directional classification counts	\$115.00	72 hours
48-hr directional classification counts	\$185.00	96 hours
7-day, 24-hr directional classification counts	\$320.00	9 days
1-hr directional radar gun speed data	\$ 50.00	48 hours
2-hr directional radar gun speed data	\$ 90.00	48 hours
24-hr directional speed data	\$ 85.00	72 hours
48-hr directional speed data	\$115.00	96 hours
1-hr Turning Movement Count	\$ 55.00	48 hours
2-hr Turning Movement Count	\$100.00	48 hours
4-hr Turning Movement Count	\$170.00	48 hours
8-hr Turning Movement Count	\$320.00	72 hours
Travel time/delay studies, directional, 3 run per direction/mile	\$ 90.00	72 hours
Travel time/delay studies, directional, 6 run per direction/mile	\$130.00	72 hours

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 4th day  
of June, 20 03.

**Traffic Count Resources, Inc.**

(Name of PROPOSER)



(Signature of Person signing FORM)

**Eduardo Avellaneda**

(printed name of person signing FORM)

**President**

(Title of person signing FORM)